



ADVANCED CIRCUITRY

P. O. Box 2847, Commercial Station, Springfield, Mo. 65803 417 862-0751

July 20, 1982

Mr. David Wagoner
Director, Air and Waste Management Division
United States Environment Protection Agency
Region VII
324 E. Eleventh Street
Kansas City, Missouri 64106

Dear Mr. Wagoner:

Enclosed please find Litton's corporate guarantee for Advanced Circuitry's closure of it's waste water lagoon. This guarantee should meet the requirements set forth in your letter dated May 27, 1982, under the topic "Closure and Post Closure Assurance". Also, enclosed is a copy of Litton Industries Annual Report for fiscal year 1981.

The date set, by your letter, for compliance was July 6, 1982. Unfortunately, mail delays caused the guarantee not to reach this office until July 20, 1982. However, please note the guarantee is effective as of July 6, 1982.

I hope this document meets with your approval. If additional information is required, please contact me at your convenience.

Sincerely,

David Edwards
Facilities Manager

DE/bs

Enclosures

CC: Gerald Lucey, ACD
R. Enos, ACD



R00337322

RCRA RECORDS CENTER

EPA-ARHM/SWMG
JUL 21 1982
Region VII

CORPORATE GUARANTEE

Guarantee made this 6th day of July, 1982 by LITTON INDUSTRIES, INC., a business corporation organized under the laws of the State of Delaware, herein referred to as guarantor, to the United States Environmental Protection Agency (EPA), obligee, on behalf of our subsidiary LITTON SYSTEMS, INC., (Advanced Circuitry Division), of 4811 West Kearney Street, Springfield, Missouri 65803.

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR 264.143(f), 264.145(f), 265.143(e), and 265.145(e).
2. Litton Systems, Inc. owns and operates the following hazardous waste management facility covered by this guarantee: EPA I.D. No. MOD007152903, Advanced Circuitry Division, 4811 West Kearney Street, Springfield, Missouri 65803. This guarantee is for "closure care."
3. "Closure plans" as used below refers to the plans maintained as required by Subpart G of 40 CFR Parts 264 and 265 for the closure care of the facility identified above.
4. For value received from Litton Systems, Inc., guarantor guarantees to EPA that in the event that Litton Systems, Inc. fails to perform closure care of the above facility in accordance with the closure plans and other permit or interim status requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in Subpart H of 40 CFR Parts 264 or 265, as

applicable, in the name of Litton Systems, Inc. in the amount of the current closure cost estimates as specified in Subpart H of 40 CFR Parts 264 and 265.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the EPA Regional Administrator for the Region in which the facility is located and to Litton Systems, Inc. that it intends to provide alternate financial assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as applicable, in the name of Litton Systems, Inc. Within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless Litton Systems, Inc. has done so.

6. The guarantor agrees to notify the EPA Regional Administrator, by certified mail, of a voluntary or involuntary proceeding under Title 11 (Bankruptcy) U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.

7. Guarantor agrees that within 30 days after being notified by an EPA Regional Administrator of a determination that guarantor no longer meets the financial test criteria or that it is disallowed from continuing as a guarantor of closure care, it shall establish alternate financial assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as applicable, in the name of Litton Systems, Inc. unless Litton Systems, Inc. has done so.

8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the closure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure, or any other modification or alteration of an obligation of Litton Systems, Inc. pursuant to 40 CFR Parts 264 and 265.

9. Guarantor agrees to remain bound under this guarantee for so long as Litton Systems, Inc. must comply with the applicable financial assurance requirements of Subpart H of 40 CFR Parts 264 and 265 for the above listed facility, except that guarantor may cancel this guarantee by sending notice by certified mail to the EPA Regional Administrator for the Region in which the facility is located and to Litton Systems, Inc., such cancellation to become effective no earlier than 120 days after receipt of such notice by both EPA and Litton Systems, Inc., as evidenced by the return receipts.

10. Guarantor agrees that if Litton Systems, Inc. fails to provide alternate financial assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as applicable, and obtain written approval of such assurance from the EPA Regional Administrator within 90 days after a notice of cancellation by the guarantor is received by an EPA Regional Administrator from guarantor, guarantor shall provide such alternate financial assurance in the name of Litton Systems, Inc.

11. Guarantor expressly waives notice of acceptance of this guarantee by the EPA or by Litton Systems, Inc. Guarantor also expressly waives notice of amendments or modification of the closure

plan and of amendments or modifications of the facility permit.

I hereby certify that the wording of this guarantee is identical to the wording specified in 40 CFR 264.151(h) as such regulations were constituted on the date first above written.

Effective Date: July 6, 1982

LITTON INDUSTRIES, INC.

By Robert A. Long
Senior V.P.
Title

WITNESSED BY:

Mabel L. Hering